

December 30, 2019

Mr. Paul Koplin  
Chief Executive Officer  
Venture Technologies Group, LLC  
5670 Wilshire Blvd.  
Los Angeles, CA 90036

**Re: Asset Purchase Agreement for WHCT-LD (Hartford, CT)**

Dear Mr. Koplin:

This asset purchase agreement (the "Agreement") sets forth our mutual agreement regarding the terms and conditions of the sale by Venture Technologies Group, LLC ("Seller"), of certain assets of the broadcast station WHCT-LD, Facility ID:189254 (the "Station") to TV-49, Inc. ("Buyer").

1. Assets. Subject to the terms and conditions hereof, upon the Closing (as defined herein) Seller agrees to sell or assign, and Buyer agrees to acquire or assume, the following assets used solely and exclusive in the business and operations of the Station (collectively, the "Purchased Assets"):

(a) Tangible Personal Property. The tangible personal property used solely and exclusively in connected with the operation of the Station;

(b) FCC Licenses. The license(s) which has or have been issued by the Federal Communications Commission (the "FCC") to Seller for the operation of the Station; and

(c) Existing Tower Lease.

(d) Files and Records. Except as otherwise required by law, all engineering and other books, papers, logs, files and records pertaining solely and exclusively to the Purchased Assets, including all records required by the FCC to be kept at the Station.

Buyer shall not acquire from Seller pursuant to this Agreement any assets not specifically identified as Purchased Assets in this Section 1.

2. Purchase Price. The consideration payable by Buyer to Seller for the Purchased Assets shall be \$1,500,000.00 (the "Purchase Price"). The payment of the Purchase Price to Seller shall be payable by wire transfer or other method of immediately available funds (including, for example, a cashier's check) as of the Closing.

3. Regulatory Approvals. Within ten (10) business days of the date of Seller's delivery to Buyer of a fully executed Agreement, Seller and Buyer shall file an application seeking prior consent to the assignment of the FCC License to Buyer (the "FCC Application"). Seller and Buyer will diligently take or fully cooperate in the taking of all reasonable steps, and promptly provide any additional information reasonably requested in order to obtain a grant of the FCC Application.

4. Closing.

4.1 Closing Date. The closing of the purchase, sale and assignment of the Purchased Assets (the "Closing") shall be held within seven (7) business days after the FCC consent to the assignment of the FCC License to Buyer has been granted and shall be on a date and at a location mutually agreed by the parties (the date of the Closing referred to herein as the "Closing Date").

## 5. Termination.

5.1 This Agreement may be terminated at any time prior to the Closing by:

(a) the mutual consent of Seller and Buyer; or

(b) Buyer or Seller, by written notice of termination delivered to the other party, if (i) the FCC shall not have granted the FCC Application on or prior to the date that is six (6) months after the date of this Agreement, (ii) the FCC designates the FCC Application for an evidentiary hearing, or (iii) the other party is in material breach of this Agreement.

5.2 Effect of Termination. If this Agreement is terminated in accordance with Section 5.1(a) or 5.1(b), no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement in its entirety shall be deemed null, void and of no further force or effect, and the parties hereto shall be released from all future obligations hereunder with respect to the Station.

6. Transaction Expenses. Each party will be solely responsible for the payment of all costs and expenses of its attorneys, accountants and other professional advisers incurred in connection with the negotiations of this Agreement and the transactions contemplated hereby. Seller and Buyer shall share equally any FCC filing fees incurred in connection with the assignment of the FCC License to Buyer.

7. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of New York, excluding the choice of law rules thereof.

8. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments and obtain such further consents (including governmental approvals), as may be necessary or reasonably requested in connection with the consummation of the transactions contemplated hereby.

9. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile delivered by such equipment, addressed as set forth below:

If to Buyer:

Evan Fieldman  
TV-49, Inc.  
26 N. Halsted  
Chicago, IL 60661  
If to Seller:

Paul Koplin  
Venture Technologies Group, LLC  
5670 Wilshire Blvd.  
Los Angeles, CA 90036

or such other address as the addressee may indicate by written notice.

10. Miscellaneous. This Agreement may be executed in separate counterparts and by facsimile or scanned copies, none of which need contain the signatures of all parties, each of which shall be deemed to be an original and all of which taken together constitute one and the same instrument. The Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersede all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

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If the foregoing is in accordance with our mutual understanding and agreement, please so indicate by signing a copy of this Agreement in the place indicated and returning it to me.

Sincerely yours,

TV-49, Inc.

By: \_\_\_\_\_

Name: Evan Fieldman

Title: Vice President

Accepted and agreed to as of the date first written above.

Venture Technologies Group LLC

By:

A handwritten signature in blue ink, appearing to read 'Paul Koplin', is written over a horizontal line.

Name: Paul Koplin

Title: Manager



APA - WHCT

If the foregoing is in accordance with our mutual understanding and agreement, please so indicate by signing a copy of this Agreement in the place indicated and returning it to me.

Sincerely yours,

TV-49, Inc.

By: \_\_\_\_\_

Name: Evan Fieldman

Title: Vice President

Accepted and agreed to as of the date first written above.

Venture Technologies Group LLC

By: \_\_\_\_\_

Name: Paul Koplin

Title: Manager